

Collective Agreement

Between

SOURCE	Company		
EFF.	96	04	09 ⁹
TERM.	99	04	08
No. OF EMPLOYEES	300		
NOMBRE D'EMPLOYÉS	CB.		



Edscha

EDSCHA OF CANADA
5795 Don Murie Street, Niagara Falls, Ontario L2E 6V5

and

LOCAL 199 (C.A.W. - CANADA)
National Automobile, Aerospace and
Agricultural Implement Workers Union of Canada

April 9, 1996 - April 8, 1999

11187 (1)

COLLECTIVE AGREEMENT
BETWEEN
EDSCHA OF CANADA

(hereinafter referred to as "the Employer")

OF THE FIRST PART

- and -

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA, LOCAL 199)

(hereinafter referred to as "the Union")

OF THE SECOND PART

TERM: April 9, 1996

to

April 8, 1999

NOV 18 1997

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THIS AGREEMENT made and entered into this
9th day of April, 1996.

BETWEEN:

EDSCHA OF CANADA

(hereinafter referred to as "the Employer")

OF THE FIRST PART

- and

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION
OF CANADA (CAW-CANADA, LOCAL 199)**

(hereinafter referred to as "the Union")

OF THE SECOND PART

ARTICLE 1

PURPOSE

- 1.01 The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its employees covered by this Agreement through the Union, to secure prompt and fair disposition of grievances, to secure the efficient operation of the Employer's business

without interruption or interference with work and to provide fair wages, benefits, hours and working conditions for the employees. It is recognized by this Agreement to be the desire of the Employer, the Union and the employees to cooperate fully, individually and collectively for the advancement of the said conditions.

ARTICLE 2

SCOPE & RECOGNITION

- 2.01 This Agreement shall apply to all employees in the bargaining unit, that is, all employees of Edscha of Canada in Niagara Falls, save and except foreperson, persons above the rank of foreperson, office, sales and technical staff, students employed regularly during the school vacation period and persons regularly employed for not more than twenty-four (24) hours per week.
- 2.02 The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer in the bargaining unit as defined above.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that the management of the plants and their facilities and direction of the working forces are fixed exclusively in the Employer and without limiting the generality of the foregoing the Union

acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees, discipline or discharge employees for just cause, subject to the grievance and arbitration procedure provided for in this Agreement, except in the case of termination of a probationary employee. The Employer will review any new or revised rules and regulations with the Union prior to publication or implementation;
- (b) select, hire, transfer, assign to shifts, promote, demote, classify, lay off, recall, retire employees at normal retirement age or select employees for positions excluded from the bargaining unit;
- (c) establish and administer reasonable tests for the purpose of assisting the Employer in determining an employee's qualifications, and require medical examinations and where there is a dispute, the opinion of a mutually agreed doctor will be obtained; and
- (d) determine the location of operations, and their expansion or their curtailment, the subcontracting of work, the number of shifts, the methods and processes to be employed, quality and quantity standards, the establishment of job classifications; determine the reasonable qualifications of an employee to perform any particular job; the nature of tools, equipment and machinery used and to use new or improved methods, machinery and equipment, change or discontinue

existing tools, equipment, machinery, methods or processes; decide on the number of employees needed by the Employer at any time, and when overtime shall be worked.

- 3.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement and the express provisions of this Agreement constitute the only limitations upon the Employer's rights.

ARTICLE 4

UNION SECURITY

- 4.01 During the term of this Agreement, the Employer agrees to deduct regular monthly Union dues or a sum equivalent to the regular monthly Union dues and initiation fees as certified by the Union to be currently in effect according to the Constitution and By-laws of the Union from the wages of each employee, from the first full pay period of each calendar month and to remit the amount so deducted to the Financial Secretary of the Local 199, CAW, no later than the first (1st) day of the following month.
- 4.02 As a condition of their continued employment, all present employees who are members in good standing of the Union shall remain members in good standing of the Union in accordance with the Constitution and By-laws of the Union and all future employees hired subsequent to that date, shall, upon employment with Edscha of Canada, become and remain members in good standing of the Union in accordance with the Constitution and Bylaws of the Union.

- 4.03 As a condition of their continued employment, all employees shall be required to execute and deliver to their Employer an authorization for deduction of their regular monthly Union dues, as well as permission to release to the Union their personal address.
- 4.04 If an employee, because of illness from work due to compensable or non-compensable sickness or injury, or approved leave of absence, has no earnings during the first pay period of the month, dues deducted shall be deferred to his next pay period, subject to Article 4.05 of this Agreement.
- 4.05 No deductions shall be made from the pay of any employee covered by this Agreement in any month, where such employee worked less than a total of forty (40) hours. Paid vacation days and paid holidays will be considered as days worked for the purpose of this Article only.
- 4.06 A list of the total number of seniority employees along with sums deducted pursuant to the above provisions shall be remitted by the Employer to the Financial Secretary of Local 199, together with the above remittance. This list will contain employee's names along with the amount of such deductions and, in the case of an employee in respect of whom no deductions were made, the reason.
- 4.07 The Union will notify the Employer in writing two (2) weeks in advance of the relevant month of any changes in the monthly deductions to be made.
- 4.08 **The** Employer agrees to include on an employee's T-4 slip for income tax purposes the total Union dues paid for the year.

- 4.09** The Union shall indemnify and save harmless the Employer against any and all suits, actions, causes of action, claims and demands or any other form of liability arising as a result of any action taken by the Employer for the purpose of complying with this Article.
- 4.10** The Union will not nor will any employee engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the Employer's permission.
- 4.11** The Employer will supply to the Union Committee three (3) times per year the following information and send a copy to the local Union office:
- (a) employees who acquire or break seniority;
 - b) employees by rate, classification and social insurance number;
 - (c) employees transferred into or out of the bargaining unit.
 - (d) employees on leave of absence;
 - (e) employees on sickness and accident and compensation and the date of commencement;
 - (f) layoffs and recalls;
 - (g) a list of forepersons and supervisors;
 - (h) copy of the dues check off list monthly to the Chair.
- 4.12** The Employer agrees to provide a filing cabinet for the exclusive use of the Union, and will continue present practice on use of office and telephone.

ARTICLE 5

NO STRIKES OR LOCK-OUTS

- 5.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, slowdown or stoppage of or interference with work or production, either complete or partial, and the Employer agrees that there will be no lockout of employees.

ARTICLE 6

REPRESENTATION

- 6.01 The Employer will recognize a Plant Committee of four (4) committee persons, one of whom shall act as Plant Committee Chairperson and be selected by the membership of the Union from among the employees. Committee persons shall be selected to represent each of the following areas:
- (a) Day shift - Production - two (2) committee persons
 - (b) Afternoon shift - Production - one (1) committee person
 - (c) One (1) committee person shall be a skilled trades person who shall represent the trades. It is understood that the trades committee person will only represent skilled trades people.
 - (d) If the workforce exceeds two hundred (200) employees, an additional steward may be selected.

When the Chairperson is also the skilled trades committee person, the Employer will recognize a committee of five (5) persons.

The Chairperson and the skilled trades committee person shall be assigned to steady day shift. in the event the Chairperson and the skilled trades committee person are in the same trade such day shift guarantee is not applicable and where there are three or less persons in the trade, these two individuals will be scheduled on opposite shifts.

One additional committee person shall be selected to represent Midnight Shift Production when the number of employees on that shift exceeds twenty-five (25).

- 6.02 Areas of representation may be modified from time to time by mutual agreement between the Employer and the Union. The Union may select or elect an alternate committee person for each area set out in Article 6.01, who may act only in the absence of the committee person.
- 6.03 Committee persons referred to above may investigate and process grievances in accordance with the grievance procedure set out in this Agreement.
- 6.04 Subject to Article 6.01, the Employer will recognize the Plant Committee as a negotiating committee of not more than five (5) committee persons for the purpose of renegotiating this Agreement. The Employer agrees to recognize a representative from the National Union and/or the President of the Local Union as part of the Negotiating Committee,
- 6.05 The Union shall notify the Employer in writing of the names of the committee persons and alternate committee per-

sons and the Employer shall not be required to recognize any such committee person until it has been so notified.

- 6.06 A committee person shall have acquired seniority with the Employer.
- 6.07 No committee person shall leave his work or enter the Plant on other than his normal shift to investigate or process any grievance or conduct Union business with the Employer without the prior consent of his immediate foreperson by the issuance of a pass to that effect. No committee person will enter any department or line other than his own without first presenting the said pass and obtaining consent of the foreperson of that department or line. It is understood that committee persons will not absent themselves from their regular duties without the prior consent of their immediate foreperson. Such consent shall not be unreasonably withheld and the foreperson shall have a reasonable period of time to obtain a replacement so as to ensure that there will be no interruption of production. Committee persons shall report back to their foreperson at the time they return to work.
- 6.08 The Union's National Representative or his designate will not enter any premises of the Employer without obtaining the prior consent of the General Manager or his representative.
- 6.09 The Union may conduct voting procedures among employees of the Employer on the Employer's premises in an area and at a time agreed to by the Employer provided that all such activities are conducted during non-working hours.
- 6.10 The Employer will pay committee persons or the grievor at their regular rate for Employer approved regular time lost in

processing complaints, grievances or in the administration of this Agreement excluding arbitration hearings and negotiations, provided that the amount of time so spent is not unreasonable.

- 6.11 The Plant Chairperson shall have top seniority in the bargaining unit in the event of layoff provided that he/she has the skill, ability and qualifications to perform the required work.
- 6.12 The Union's National Representative or his designate and the Local Union President may be present at meetings between the Employer and the Plant Committee when the Plant Committee so requests. The Employer shall be so advised in advance of the meeting.
- 6.13 When an employee wishes to see his committee person he shall inform his immediate foreperson who shall inform the committee person, subject to Article 6.07.
- 6.14 The Committee and the Employer will meet as required at times mutually agreed upon but scheduled so as to minimize the time away from work. The purpose of these meetings is to discuss and resolve matters of mutual concern that either party may raise. A statement of matters to be discussed will be submitted with the request. The Employer shall supply the meeting room during regular working hours.
- 6.15 Upon written notification from the Union that they shall reimburse the Employer, the Employer will continue payment for all Union leaves and charge back the Local Union Financial Secretary on a monthly basis for all actual lost time wages. The Employer will provide a list of those

employees who had Union leave. The Local Union Financial Secretary will provide the Employer with a letter confirming the above.

ARTICLE 7

NO DISCRIMINATION

- 7.01 There shall be no discrimination, by the Employer or the Union, or any employee, in contravention of the Ontario Human Rights Code.
- 7.02 All references to employees in this Agreement include both male and female and whenever the male or female gender is used, it shall be construed to include both male and female employees.
- 7.03 The Union and Employer recognize that sexual harassment is an unlawful employment practice in violation of the Human Rights Code which defines it as:

“... a course of vexatious comments or conduct or sexual advance or solicitation that is known, or ought reasonably to be known to be unwelcome, perpetrated by a person's employer, someone acting for the employer or a co-worker ...”

Complaints of alleged sexual harassment by members of the bargaining unit will be handled with all possible confidentiality by the Joint Committee consisting of the Local President and/or Plant Chairperson of the Union and the Technical Director and/or Human Resources Manager of the Employer.

- 7.04 The Employer and the Union agree that there will be no intimidation, coercion or restraint exercised or practiced upon employees of the Employer by any of its members or representatives, or by the Union or by other employees.

ARTICLES

GRIEVANCE PROCEDURE

- 8.01 The purpose of this Article is to establish a procedure for the settlement of grievances.
- 8.02 An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement shall discuss his complaint with his immediate supervisor. The employee may have the assistance of his committee person, should he so request. Such a complaint shall be brought to the attention of the immediate supervisor within two (2) working days of the time when the incident giving rise to the complaint became known or ought reasonably to have become known to the employee. The immediate supervisor shall state his decision verbally within two (2) working days of receiving the complaint. Any request by an employee to discuss a complaint or grievance with his immediate supervisor, with the committee person in attendance, if requested, shall be granted within a reasonable period of time.

STEP 1

Should the employee be dissatisfied with the supervisor's disposition of the complaint, he may, with the assistance of his committee person, refer such matters on a written

grievance form supplied by the Employer to his immediate supervisor, who shall answer the grievance, in writing, within three (3) working days. The complaint shall constitute a formal grievance at Step 1 and shall be filed no later than three (3) working days from the date of the immediate supervisor's reply to the complaint. The grievance shall contain a statement of the facts relied upon, indicate the Articles of the Agreement which are alleged to have been violated, indicate the relief sought and must be signed by the employee.

STEP 2

Should the employee be dissatisfied with the disposition of the grievance at Step 1, the grievance may be referred to the department *superintendent/manager*, who shall answer the grievance in writing, within two (2) working days. The grievance must be filed with the department *superintendent/manager* within two (2) working days of the receipt of the immediate supervisor's reply to Step 1. A meeting shall be held, attended by the committee persons, Chairperson and the department *superintendent/manager* within the two (2) day period.

STEP 3

If no settlement is reached at Step 2 the grievance may be referred to Step 3 within five (5) working days of receipt of the reply of the department *superintendent/ manager*. The Grievance Committee and representatives of management shall meet to discuss the grievance within five (5) days of receipt of the referral. The Grievance Committee shall consist of the Chairperson and the area committee person responsible for the grievance. The Union's National

Representative and/or the Local Union president and the grievor may be in attendance at this meeting. If the grievance is not settled it may be referred to arbitration as hereinafter provided. The Employer will provide its reply to the grievance, in writing, within five (5) working days of the Step 3 meeting.

POLICY GRIEVANCE

- 8.03 The Union or the Employer may initiate a grievance beginning at Step 3 of the Grievance Procedure. Such grievance shall be filed within ten (10) working days of the incident giving rise to the complaint and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under Article 10 by either the Union in the case of a Union grievance *or* the Employer in the case of an Employer grievance. The Union may not institute a grievance directly affecting an employee or employees, which such employee or employees could themselves institute and the regular Grievance Procedure shall not thereby be by-passed.
- 8.04 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance or Arbitration Procedure within the time specified shall be deemed to have been abandoned. However time limits specified in the Grievance Procedure may be extended by mutual agreement, in writing, between the Employer and the Union.
- 8.05 Any grievance not carried to the next step within the time limits prescribed herein, or within such extensions as may have been agreed to in writing, shall automatically be settled on the basis of the last decision given by the Employer. The Union may withdraw, without precedent or prejudice to

any case, a grievance which has been referred to any step of the Grievance Procedure, and the Employer may settle if mutually agreed to, without precedent or prejudice to any other case, a grievance which has been referred to any step of the Grievance Procedure.

- 8.06 Where the resolution or withdrawal of any grievance is subsequently appealed through the appeals procedure established by the CAW constitution appeals procedure, and such appeal is upheld, the grievance shall be considered timely and shall be processed to the appropriate step of the Grievance Procedure. The Employer, however, shall not be responsible for any monetary liability from the date the grievance was first resolved or withdrawn and the date when, as a result of the appeal, it is processed to the appropriate step of the Grievance Procedure.

ARTICLE 9

SUSPENSION & DISCHARGE CASES

- 9.01 An employee who is discharged or suspended shall be given a reasonable opportunity to an interview with his committee person in a private area designated by the Employer before leaving the Employer's premises unless it is necessary, because of the circumstances giving rise to the suspension or discharge, to require the immediate expulsion of the employee from the plant premises.
- 9.02 An employee who has completed their probationary period and who is suspended or discharged may file a grievance at Step 3 of the Grievance Procedure within five (5) working days after such discharge or suspension.

- 9.03 Where a grievance which is filed under Article 9.02 is not settled and duly comes before an arbitrator, the arbitrator may make a ruling, subject to this Article and to Article 10:
- (a) confirming the Employer's action:
 - (b) reinstating the employee with or without compensation for time lost. The arbitrator shall consider the amount of any remuneration or compensation the employee has received from any other source pending the disposition of his case; or
 - (c) disposing of the grievance in any other manner which may be just and equitable.
- 9.04 An employee who is reinstated under Article 9.03(b) or (c) shall not lose his seniority status.
- 9.05 During the probationary period an employee shall be considered as being employed on a trial basis and may be discharged where the employee is considered, in the judgment of the Employer, to be unsuitable. The discharge of a probationary employee shall not be the subject of a grievance and/or arbitration pursuant to the provisions of this Agreement.
- 9.06 An employee who is to receive a written warning, suspension or discharge shall have a committee person present at any meeting held for this purpose. The Employer will provide a copy of the notice of written warning, suspension or discharge to the employee's committee person. It is understood that an oversight by the Employer in complying with this Article shall not invalidate the written warning, suspension or discharge.

- 9.07 In the event that a period of twelve (12) continuous working months has elapsed since a derogatory notation was issued to an employee and no further derogatory notation or suspension has been placed upon such employee's personnel record during the twelve (12) month period, such derogatory notation shall be removed from the employee's personnel record. However, discipline imposed for lateness will be removed from the employee's record in all cases after twelve (12) months.

ARTICLE 10

ARBITRATION

- 10.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting the Grievance Procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other party within thirty (30) calendar days of the reply under Step 3. This notice shall be responded to within fifteen (15) days.
- 10.02 The arbitrator shall be selected by the parties from the following list:

Professor E. E. Palmer
Gail Brent
Professor W. B. Rayner
Professor I. A. Hunter

In the event that the arbitrator selected by the parties is unable to act, the particular case *will* be referred to another named arbitrator on the list.

- 10.03 The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and any employee affected by it.
- 10.04 Each of the parties hereto will jointly share the fees and expenses of the arbitrator, if any.
- 10.05 The arbitrator shall not be authorized to make a decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

ARTICLE 11

SENIORITY

- 11.01 Seniority shall mean an employee's length of continuous service with the Employer. An employee shall maintain and accumulate seniority while he is in the employ of the Employer after he has completed his probationary period as set out in Article 11.02 below, subject to Article 11.04.
- 11.02 A newly hired employee shall serve a probationary period of sixty (60) days worked within a twelve (12) month period and shall have no seniority rights during this period. Upon completion of this probationary period, a new employee shall have his seniority dated back to his original date of hire by the Employer. Where two or more employees acquire seniority on the same date, they shall be added to the seniority list in order of S.I.N. beginning with

1 and ending with O.

- 11.03 Seniority lists will be supplied to the Union quarterly and posted on a bulletin board. An address list sorted alphabetically by surname will be supplied to the Union quarterly for all employees appearing on the seniority lists.
- 11.04 Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions.
- (a) if he voluntarily quits;
 - (b) if he retires;
 - (c) if he is discharged for any cause and not reinstated through the Grievance Procedure;
 - (d) if he fails to report after layoff or leave of absence in accordance with the provisions of this Agreement;
 - (e) in the case of an employee of less than one (1) year seniority, if the layoff is for twelve (12) months, and, in the case of an employee with more than one (1) year seniority, if the layoff exceeds twenty-four (24) months;
 - (f) if he is absent from work for three or more scheduled consecutive working days without notifying the Employer or providing a reason satisfactory to the Employer. The Employer will notify the chairperson on the second day of absence under Article 11.04(f), so long as it is understood that oversight by the Employer to do so shall not invalidate a self-termination under that provision.
- 11.05 Employees promoted to supervisory positions will retain

their seniority for a period of six (6) months. Following this six (6) month period an employee will forfeit all bargaining unit seniority.

Employees promoted to positions outside the bargaining unit prior to the 1994 Collective Agreement shall retain all rights provided in the Collective Agreement at that time.

- 1.1.06 An employee who is no longer able to perform the normal required work of his job within a classification but is able to perform other duties, or an employee who has incurred a permanent or partial disability, may, by agreement between the Employer and the Union, be assigned to or retained at an operation within his capacity at the prevailing rate of pay for such work.

ARTICLE 12

LAYOFF & RECALL

- 12.01 if a layoff is anticipated, the Employer will meet to inform the Union as far in advance as is practicable. The Employer will endeavor when practicable to commence layoffs at the start of the week. if there is no employee in his/her classification who he/she can displace, he/she shall replace the junior most employee in another classification, provided he/she has previously held that classification or has completed the required training in that classification and, provided the job previously held or trained on has not changed significantly.
- 12.02 An employee who is reduced from his classification because of a layoff other than a temporary layoff as

defined in Article 12.05, may exercise his seniority by replacing the most junior employee in his classification so long as he is capable of performing the normal requirements of the job of that junior employee.

If there is no classification which he/she has previously held or completed the training on, he/she shall replace the junior most employee in the lower classification according to Schedule "C", provided he/she is able to perform the normal requirements of the job.

- 12.03 Employees shall be recalled from layoff in order of seniority provided that they have the skill, ability and qualifications to perform the required work efficiently.
- 12.04 Any employee reduced from his former classification will be provided an agreed upon form, supplied by the Employer, to make application to return to his most recently held classification. He must complete this form within thirty (30) days of his reduction or within thirty (30) days of recall. The application form will be valid for up to six (6) months from the date of reduction and will be honoured in line with his plant wide Seniority and will take preference over Article 13 (Job Posting). An employee who has been reduced from his classification will only be deemed to be permanently recalled to his former classification if he is recalled and works at least thirty (30) consecutive working days in his former classification. Any such time worked in the former classification will be added to the six (6) month period during which the employee has the right to be returned to his former classification. It will be the responsibility of the employee to complete the form and to advise the Employer where there is a vacancy that he wishes to be considered for prior to the opening being filled.

- 12.05 Articles 12.01 and 12.03 shall not apply in cases of layoffs of three (3) working days or less, where major lines or areas are affected and re-assignments are not practical. This provision will not be exercised by the Employer more than two (2) times per contract year. Articles 12.02 and 12.03 however shall apply in cases of layoffs of three (3) working days or less in the equipment/machine operator classification,
- 12.06 When recalling an employee after layoff, he shall be notified by registered mail and allowed five (5) working days after receipt of notice to report for work and, in the meantime, if an employee is recalled and is not immediately available for work, other employees in seniority standing may be recalled but shall be temporarily employed until the senior employee reports within the five (5) working day period as outlined. An employee to whom a registered letter is sent in accordance with this Article must contact the Personnel Department within forty-eight (48) hours of the notice of return to work if he wishes the Employer to hold the job open for him for the full five (5) day working period. It shall be the employee's responsibility to keep the Employer notified as to any change in his address or telephone number so that they will be upto-date at all times.
- 12.07 The Employer will contact by telephone those employees to whom registered letters have been sent before contacting other less senior employees by telephone to return to work temporarily. If an employee to whom a registered letter has been sent reports to work and displaces an employee temporarily recalled from layoff, the Employer will be under no obligation to provide notice of layoff or pay in lieu thereof to the employee so displaced.

- 12.08 Students, part-time and probationary employees in the aforementioned order, will be laid off first.

ARTICLE 13

JOB POSTING

- 13.01 When a new job classification is created or employees are permanently required in an existing job classification, the Employer will post a notice of the vacancy for a period of five (5) working days on the bulletin board. The notice will specify the nature of the job, the shift, qualifications required for the job and the rate of pay. An employee who wishes to be considered for the position so posted shall signify his desire by making formal application to his immediate foreperson on a form supplied by the Employer. The employee will receive a copy of his application at the time submitted, initialed by the foreperson.

In filling any posted vacancy under this Article, the Employer will consider the requirement and efficiency of operations, and the Employer will select the senior applicant provided he has the skill, ability and qualifications to perform the normal work efficiently.

All job postings shall be reviewed by a two-person committee, one representing the Employer and one representing the Union, before a selection is made. Where no consensus is reached with both parties acting reasonably, the senior candidate will be placed on the job for a three day period to demonstrate his/her ability to perform the job with adequate training provided. In the case of an unsuccessful attempt, a written assessment will be done by the

Supervisor in the area which will be shared with the Union and the employee. if the senior person is not successful, the Employer will have the right to fill the vacancy by assigning the job to an employee with a proven record on the job. if any of the original applicants has a proven record on the job, the senior of these will receive the assignment.

- 13.02 The vacancy resulting from the placing of the successful applicant in a position so posted will also be posted but any further vacancy may be filled by the Employer without posting. Should any successful applicant be unsatisfactory, the applicant will be returned to his former job. The position for which he was unsuccessful may be filled without further posting based on the original posting.

Once the primary and secondary postings have been filled, the original two (2) lists of applicants for such postings will not be used for any subsequent postings.

If a job is not filled as a result of the posting, or if no suitable applicants are received, the Employer reserves the rights to fill the position.

- 13.03 Any employee who has successfully bid under this Article shall not be entitled to bid on a posted job for six (6) months from the date of his successful bid, unless mutually agreed otherwise, provided he remains in the classification.

- 13.04 Temporary vacancies shall not be deemed to be vacant for the purpose of this Article. Temporary vacancies shall be defined as vacancies of less than thirty (30) working days duration. in the event the Employer knows the vacancy will exceed the thirty (30) working days due to illness, accident or leave of absence, the Employer will post the vacancy

with a Temporary Job Posting, under the same provisions as outlined in Article 13.01. The thirty (30) work day period may be extended by written mutual agreement.

- 13.05 In filling temporary vacancies of three (3) days or less which will result in an upgrade to a higher classification, the Employer will offer the transfer to the senior qualified employee on the shift. The Employer will establish a list of five (5) senior employees who are interested and qualified to fill temporary requirements as a tow motor operator or crane operator. Temporary assignment to these positions shall be made based on availability and convenience.

In cases of temporary vacancies of more than three (3) days the Employer will offer the transfer to the senior qualified employee plant wide.

In the event that no one accepts the transfer, the junior qualified employee will be transferred.

- 13.06 In filling the temporary vacancies the transferred employee shall be paid his normal rate of pay or the rate of the job, whichever is greater, for a period of five (5) working days after which the normal rate of the job applies.

- 13.07 The Employer will provide a brief outline of the job with all job posting notices and changes in the job outline will be made only after discussion with the Union.

- 13.08 Employees absent due to sickness, compensation and leaves of absence shall be eligible to bid on job postings, provided they do so within the time limits and procedures contained in the Collective Agreement. Absence will not disqualify an employee who has applied provided he/she is able to return to work within ten (10) days of the original

date of the posting.

- 13.09 The Employer will endeavor to fill posted vacancies within a reasonable time period unless the posting is withdrawn, in which case the Union shall be advised. The Employer will post the name of the successful applicant.

ARTICLE 14

BULLETIN BOARDS

- 14.01 The Union shall have the use of a large bulletin board in the Employer's premises for the purpose of posting notices relating to the Union's legitimate business. Such notices must be approved by the Employer prior to their being posted.

ARTICLE 15

LEAVE OF ABSENCE

- 15.01 The Employer may grant a leave of absence without pay of up to three (3) months for legitimate personal reasons. The employee must renew such a leave of absence at the end of each three (3) month period. Such leave of absence shall not be unreasonably withheld but the Employer may refuse the application for leave of absence or extension of leave of absence if the granting of such leave would interfere with the efficiency of the employee's work area or the plant or if the request is not for legitimate personal reasons. Leave of absence shall not be granted for the purpose of working elsewhere.

- 15.02 Maternity leave will be granted in accordance with the provisions of the Employment Standards Act, R.S.O. 1980, c. 137 and amendments thereto. Any female employee who has completed the probationary period will, in the case of pregnancy certified by a qualified physician, be granted leave of absence subject to the conditions contained in the Act.
- 15.03 An employee who is disabled from work with a proven illness or accident and is in receipt of Employer disability benefits will be granted an automatic sick leave of absence up to a maximum of twenty-four (24) months and will continue to accumulate seniority for twenty-four (24) months.
- 15.04 An employee who is disabled from work with a proven illness or accident and is in receipt of Workers' Compensation Benefits will be granted an automatic sick leave of absence for such disability and will continue to accumulate seniority during such leave up to a maximum of twenty-four (24) months.

Personal Leave

- 15.05 Full-time regular employees will be granted leave of absence with pay at their regular straight time rate for the following reason and time,
- birth of a child (father), one day
One day's pay shall be eight (8) hours
in the case of a regular scheduled
eight (8) hour shift.
- 15.06 The Employer shall grant a leave of absence without pay for employees to attend Union functions, to a maximum of forty (40) man days per year, not including time spent for

collective bargaining negotiations. Such leave of absence must be requested by the Union in writing as far in advance as possible, but at least five (5) days prior in the case of a Union conference or convention. The extent to which such leaves of absence will be granted in any one year or at any time will be determined by the Employer based upon the requirements of operations. Such requests shall not be unreasonably denied. Employees appointed or elected to full-time Local or National Union Office shall be granted leave for the period of office.

- 15.07 Any leave of absence granted pursuant to Articles 15.03, 15.04 and 15.06 by the Employer shall be in writing and shall set out the length of leave of absence granted, the purpose of the leave and the terms, if any, on which it is granted. Seniority will accumulate while on approved leave of absence.
- 15.08 After a leave of absence, an employee will be placed in his former classification, and shift, seniority permitting. Where the employee's job has been filled on a temporary basis pursuant to Article 13.04, the employee shall be placed in his former job and shift.
- 15.09 Seniority employees with one (1) or more years of service elected to public office (Municipal, Regional, Provincial or Federal) shall upon written request to the Personnel Manager, be granted an unpaid leave of absence for a period of time necessary to fulfill the duties of the office.
- 15.10 Unpaid education leave will be granted to employees with one (1) or more years of credited service for a period of up to twelve (12) calendar months. Seniority shall only accumulate to a maximum of three (3) months per calendar year.

ARTICLE 16

HEALTH AND SAFETY

- 16.01 The Employer and the Union agree that they mutually desire to maintain high standards of safety and health in the plant in order to prevent industrial injury and illness.
- 16.02 There shall be established a Joint Health and Safety Committee consisting of six (6) employees, three (3) employees appointed by the Union and three (3) representatives of the Employer. The functions, powers and terms of reference of the Joint Health and Safety Committee shall be as outlined in the Occupational Health and Safety Act, 1978, or any subsequent legislation that may be enacted. The Employer will provide to the Committee copies of accident reports concerning all lost time accidents. Meetings will be held at least monthly. Minutes of each meeting shall be maintained and distributed to all members of the Committee and copies shall be posted in the plant.
- Committee members shall be notified of the time of all such meetings and remunerated in accordance with the provisions of the Agreement or any applicable legislation. If the nurse attends, she will be deemed to be one of the three (3) management representatives.
- 16.03 The procedures established in this health and safety program shall not preclude the right of any employee to file a grievance at Step 1 of the Grievance Procedure.
- 16.04 The Employer reserves the right to formulate and publish from time to time rules and regulations regarding the safe use and operation of machines or equipment. The Employer

agrees to discuss these rules and regulations with the Union prior to implementation.

- 16.05 The Employer will welcome suggestions of any employee regarding improvements in conditions construed to be of hazardous nature.
- 16.06 (a) The wearing of safety glasses shall be compulsory in designated areas throughout the plant(s) and the Employer will bear the full cost of CSA approved safety glasses for employees. In addition, the Employer will assume the cost of replacement of safety glasses if they are damaged in the work place.
- (b) Where an employee is required by the Employer to wear safety glasses in the normal course of their duties and the employee wears prescription glasses, the Employer will bear the cost of providing one (1) pair of prescription safety glasses during the term of the contract. The employee will request a voucher from the Employer. The employee will then take the voucher to a specified location to be fitted with prescription safety glasses free of charge.
- 16.07 In high noise level areas the wearing of hearing protection will be compulsory. Such hearing protection will be provided at no cost to the employees.
- 16.08 In areas of the plant in which safety shoes are required by the Employer, the Employer will pay seventy-five (\$75.00) dollars per contract year toward the cost of an Employer approved pair of safety boots.
- 16.09 Where the Employer requires an employee to use protective equipment other than that referred to in this Article, for

safety reasons, the Employer shall provide such protective equipment.

- 16.10 (a) If an employee is injured on the job he will be paid his regular hourly rate for the balance of the first shift on which he has been sent home or to a hospital or doctor by the medical staff of the Employer because of such injury. This shall also apply for time that an employee requires to be treated by the Employer's medical staff.
- (b) If an employee is injured in the plant and the Employer wishes to place him on a job within his capabilities, the employee shall be paid his regular hourly rate or the rate of the job, whichever is the greater.
- (c) Employees returning from workers' compensation while still partially disabled shall be paid the rate of the job assigned.
- (d) If an employee is injured on the job and, if required, the Employer will supply and pay for transportation to the hospital or doctor's office and then back to the plant or the employee's home.
- 16.11 The Employer will continue the current practice of Employer paid work wear.
- 16.12 National staff shall have access to the workplace on request upon making mutually satisfactory arrangements with the Employer.

ARTICLE 17

VACATIONS

- 17.01 An employee who on the 1st day of July in each year has:
- (a) completed less than one (1) year of continuous service with the Employer shall receive one (1) day's vacation per month of employment to a maximum of two (2) weeks' vacation with pay equal to four (4%) percent of the employee's total earnings in the previous year;
 - (b) completed one (1) year or more of continuous service but less than three (3) years of continuous service with the Employer shall receive two (2) weeks vacation with pay equal to four (4%) percent of the amount of the employee's total earnings in the previous year;
 - (c) completed three (3) years or more of continuous service but less than ten (10) years of continuous service with the Employer shall receive three (3) weeks vacation with pay equal to six (6%) percent of the amount of the employee's total earnings in the previous year;
 - (d) completed ten (10) years or more of continuous service with the Employer shall receive four (4) weeks vacation with pay equal to eight (8%) percent of the amount of the employee's total earnings in the previous year.
- 17.02 The term "total earnings" does not include the previous year's vacation pay.
- 17.03 An employee's vacation shall not be carried forward to the following vacation year unless by mutual agreement.

- 17.04 The Employer reserves the right to spread vacations over the vacation season or in the alternative to close the plant for a period of time not to exceed two (2) weeks, retaining at any such time, however, those employees whose service may be required. Additional time shall be granted at a time that is mutually agreeable to the Employer and the employee.
- 17.05 When an employee has worked sufficient time to draw vacation pay and dies, the surviving spouse, children or estate shall be entitled to his vacation pay.
- 17.06 Where practicable the Employer will notify employees of the vacation dates not later than March 31st, including whether there will be a plant shutdown.
- 17.07 Employees shall receive vacation pay by separate cheque the first week in July based on earnings from July 1st to June 30th of the year preceding.
- Any full week of vacations taken immediately before or after the regular plant shutdown will be paid for by separate cheque provided the employee gives the company one (1) month's notice. An employee who defers remaining weeks of vacation will be paid when the vacation is taken.
- 17.08 An employee qualifying for a vacation of two or more weeks may defer one (1) week to the following year, providing it is used by April 30th of that year.
- 17.09 Employees with over one (1) year's seniority will be qualified for paid absence allowance days to be deducted from vacation entitlement provided it is approved at least three (3) days in advance in writing. in special circumstances, the Employer may elect to waive the three day notice period.

ARTICLE 18

PAID HOLIDAYS

18.01 The following shall be recognized as paid holidays and will be paid for on the basis of the employee's regular rate of pay multiplied by eight (8) hours in the case of a regular scheduled eight (8) hour shift:

	First Year	Second Year	Third Year
Good Friday	April 5	March 28	April 10
Victoria Day	May 20	May 19	May 18
Canada Day	July 1	June 30	July 6
Civic Holiday	August 5	August 4	August 3
Labour Day	Sept. 2	Sept. 1	Sept. 7
Thanksgiving	Oct. 14	Oct. 13	Oct. 12
Christmas Shutdown	Dec. 25,26, 27,30,31,	Dec. 25,26, 29,30, 31,	Dec. 25,28, 29,30, 31
	Jan. 1	Jan. 1	Jan. 1

18.02 An employee will be paid for a holiday provided he:

- (a) works his full last scheduled shift on the working day which immediately preceded and the full first scheduled shift on the working day which immediately follows such holiday unless the absence is due to medical reasons supported by a physician's medical statement, or where the employee has been excused in writ-

ing.

(b) is on the active payroll of the Employer and not on lay-off, sick leave, workers' compensation or leave of absence.

- 18.03 An employee who works on any of the paid holidays above shall be paid at double time in addition to his holiday pay as herein provided for.
- 18.04 If any of the above holidays fall or are observed during an employee's vacation, he shall be entitled to an extra day's vacation with pay.
- 18.05 At the Christmas period, pay cheques for the week prior to Christmas will be made available before the shutdown. Such cheque will be provided on the basis of forty (40) hours and any required adjustments due to such things as overtime or absences shall be made the first pay period in the new year.

ARTICLE 19

HOURS OF WORK

- 19.01 The regular work week shall consist of forty (40) hours worked in five (5) days, eight (8) hours per day Monday to Friday inclusive. The regular hours of work on the day shift shall be from 6:30 a.m. to 3:00 p.m. and afternoons from 3:15 p.m. to 11:45 p.m.
- 19.02 The regular work day shall include a one-half (1/2) hour unpaid lunch period.

- 19.03 A rest period of fifteen (15) minutes in total shall be provided during the first half of each regularly scheduled shift and another ten (10) minutes in total shall be provided during the second half of each regularly scheduled shift.
- A ten (10) minute rest period shall be provided at the end of regular working hours for any employee scheduled to work two (2) hours or more overtime.
- 19.04 This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work for regularly assigned hours, or for any hours per day or per week, or of days of work per week.
- 19.05 Starting and quitting times may be altered by the Employer after discussion with the Union.
- 19.06 All employees shall be granted a five (5) minute wash-up period at the end of their shifts. Employees are not to leave the premises prior to end of the wash-up period.
- 19.07 The Employer will provide time clocks that allow employees to see the time they clock in and out.
- 19.08 For employees working three (3) shifts, there shall be a twenty (20) minute paid lunch and two ten (10) minute rest periods.

ARTICLE 20

OVERTIME

- 20.01 (a) Time and one-half of the employee's straight time hourly rate shall be paid for all hours worked:

- (i) beyond eight (**8**)hours in the case of a regular scheduled eight (**8**)hour shift;
 - (ii) on Saturday.
 - (b) Two times an employee's straight time hourly rate shall be paid for all hours worked on a Sunday.
- 20.02 Payments under this paragraph are premiums for working on Saturday or Sunday and if an employee works on Sunday and such work is part of his regular shift, he will not be paid any premium under this paragraph.
- 20.03 All overtime must be authorized by the Employer.
- 20.04 Overtime premiums shall not be paid more than once for any hours worked.
- 20.05 (a) Overtime shall be distributed as equitably as is practical. Daily overtime shall be distributed by shift and classification. Overtime on Saturdays, Sundays and paid holidays shall be distributed plant wide by classification amongst those employees who can perform the work without training. Where production is scheduled on a particular machine on a weekday, the employee who was assigned to that machine on that day will work the overtime.
- (b) Overtime opportunities which are refused shall be deemed to have been worked for the purpose of overtime equalization. The Employer will maintain records of overtime equalization which will be made available for the Union for their inspection or by employees. The number of hours charged for any overtime shift will be equal to the number of actual hours worked or the number of hours requested to be worked, whichever is

the greater. Only one overtime shift will be charged for overtime shifts asked and refused for the same day. Overtime hours refused as a result of overtime requested during the course of a scheduled overtime shift, with the intention of those overtime hours being worked as an immediate extension of that shift, will not be charged. Overtime will be charged at the rate of the day asked, e.g. during week & Saturday 1.5 times, Sunday 2 times.

- (c) Where there are insufficient volunteers to work the overtime, the Employer will schedule overtime amongst those employees who normally perform that work starting with the employee with the lowest number of charged overtime hours.
- (d) Any new or transferred employee transferred out of their classification shall be credited with the average number of overtime hours within the new classification.
- (e) Employees on approved leave of absence or layoff of over thirty (30) days shall be credited with the average number of hours in the classification provided it does not reduce his overtime hours.
- (f) Any overtime hours worked by a person earning lead hand premium shall be credited for overtime equalization purposes to his/her regular classification. The Employer will update the overtime list every Wednesday. The Employer will attempt to equalize discrepancies by offering first opportunity of overtime. The Employer will meet the Union monthly to review the overtime situation.

- 20.06 On an overtime assignment an employee shall be paid at the rate of the job which is to be performed in overtime, regardless of the employee's normal straight time hourly rate.
- 20.07 The Employer agrees to maintain up to date records of all overtime worked and charged. Such overtime lists shall be posted in a designated area accessible to employees.
- 20.08 Employees who work more than two (2) hours of overtime and who are not advised at least the day before that they will be working overtime, they shall be paid a meal allowance of five (55.00) dollars.
- 20.09 The Employer will review the overtime hours monthly in an effort to attempt fair distribution of overtime. The Committee will be given the opportunity to review and discuss these hours with the Employer.
- 20.10 On January 1st of each year the lowest person in the overtime group will have his hours set at zero and everyone else would be adjusted accordingly.

ARTICLE 21

SHIFT PREMIUM

- 21.01 A shift premium of forty-five (45 cents) cents per hour shall be paid for all hours worked on the afternoon shift and sixty (60cents) cents per hour for the night shift.
- 21.02 Shift premiums shall not be included when computing overtime premium.

ARTICLE 22

BEREAVEMENT LEAVE

- 22.01 (a) in the event of a death in the employee's immediate family, the Employer will provide all full-time, regular employees with a paid temporary leave of three (3) consecutive working days (excluding Saturday, Sundays and holidays) immediately following the date of death to meet obligations and commitments provided the employee attends the funeral. The following family members will be considered immediate family: spouse, legal common-law spouse, parent, parent of current spouse, child, brothers, sisters, step-father, step-mother, stepchild or grandchildren.
- (b) in the event of a death in the employee's extended family, the Employer will provide all full-time, regular employees with a paid temporary leave of one (1) working day to meet obligations and commitments provided the employee attends the funeral. The following members are considered extended family: grandparents, aunts, uncles, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-brother and step-sister.
- 22.02 In the event an employee is unable to attend an out-of-province funeral for a member of their immediate family, the employee, upon request, shall be granted a one (1) day compassionate leave of absence with pay.
- 22.03 Paid bereavement leave as described in this Article is only available where the employee would otherwise be at work during this period.

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- (a) inform his supervisor as soon as possible of his selection for service as a juror or witness;
- (b) present proof of service as a juror or Crown witness and the amount of the fee received; and
- (c) have completed his probationary period

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ARTICLE 23

REPORTING PAY

- 23.01 Unless employees are notified not to report for work, employees who report for work at their regular starting time and for whom no work is available shall receive not less than four (4) hours of any work that is available at the rate of pay applicable to the job provided, or if no work is available shall receive four (4) hours pay at their applicable hourly rate.
- 23.02 Article 23.01 shall not apply in the event of strikes, stoppages in connection with labour disputes, fires, storms, floods, power or major mechanical failures, or any other conditions beyond the control of the Employer which pre-

ARTICLE 26

JOB CLASSIFICATIONS AND RATES OF PAY

- 26.01 The job classifications and rates of pay shall be as set forth in Schedule "A" attached hereto and forming part of this Agreement.
- 26.02 (a) Employees shall receive their pay weekly on Thursday afternoon. If other than a chartered bank or in the week of a statutory holiday, the deposit transaction may take an additional day. The Employer will make reasonable efforts to make the cheques available on Wednesday in the week of a statutory holiday, when such holiday falls on a Friday.
- (b) Errors in excess of thirty-five (\$35.00) dollars which are not the responsibility of the employee shall be corrected in the same week.

ARTICLE 27

FRINGE BENEFITS

- 27.01 The Employer agrees to pay on behalf of each employee who has elected to participate, and who has completed his probationary period premiums for:
- (a) basic life insurance equal to one (1) full year's basic wage;
- (b) accidental death and dismemberment to a maximum of one (1) full year's basic wage;
- (c) dependent life insurance;

- (d) weekly indemnity (1st day accident, hospitalization, 4th day illness). Weekly indemnity will provide for absence the day(s) following outpatient surgery requiring anaesthetic upon presentation of a medical certificate:
- (e) long term disability;
- (f) 100% of premiums for extended health care which includes prescription drugs.
- (g) 100% of premiums for dental plan. The dental plan will provide a maximum of one thousand, four hundred (\$1,400.00) dollars annually. The employer will provide for a two (2) year lag of O.D.A. fee schedule. Effective April 9, 1997 the Employer will upgrade the dental plan to include orthodontics on the basis of one thousand, five hundred (\$1,500.00) dollars lifetime maximum and 50/50 co-insurance, for juveniles under the age of 18.
- (h) The Employer will implement a vision-care plan which will provide two hundred (\$200.00) dollars every twenty-four (24) months, for employees and dependants effective June 2, 1996.

The employee takes the benefits listed in Article 27.01 subject to the terms and conditions of the respective plan or policy of insurance.

- 27.02 The Employer agrees to match funds deposited to a group registered retirement savings fund to a maximum of three and one-half (3 1/2%) percent of basic wages upon completion of one (1) year of employment provided that the employee at no time during their employment with the

Employer withdraws any portion of the said fund. Upon any withdrawal the Employer's obligation to contribute ceases.

Notwithstanding the foregoing, the employee may withdraw funds from his/her RSP without causing the Employer to cease contributions only in the event that the employee makes such withdrawal pursuant to the provincial RHOSP legislation or, in the case of separation or divorce, by Court order or agreement in order to provide the ex-spouse with his/her portion. Employees may participate in the market based funds offered by the current fund manager, for amounts above the 3.5%.

- 27.03 The Employer shall have the right to select the carrier of its choice with respect of any of the above benefits provided that in the event that any carrier is changed an equivalent level of benefits will be maintained. Any changes in coverage or carrier shall be provided to the Union as well as a copy of the master policy.
- 27.04 The Employer reserves the right to require a statement from the attending physician verifying any absence due to illness or accident.
- 27.05 An employee who is on an approved leave of absence shall receive benefit coverage for thirty (30) days from the commencement of the leave.

An employee on layoff whose benefit coverage has ceased after two (2) months from the end of the month in which he/she was laid off, may arrange premiums himself or herself for those benefits which the insurer makes available to employees who are not actively at work, for an additional four (4) months. The employee will provide, in advance, post-dated cheques for the four (4) months. In the event of

any of the cheques failing to clear, the Employer will terminate benefits.

ARTICLE 28

EDUCATION ASSISTANCE

- 28.01 The Employer encourages vocational development by providing financial assistance for approved education programs. On successful completion of an approved course the Employer will refund up to a maximum of two hundred (5200.00)dollars for the annual tuition cost of educational courses provided the following conditions are met:
- (a) the course is relevant to the employee's job either now or in the future;
 - (b) the course is provided by a recognized educational institution; and
 - (c) the course is successfully completed.
- 28.02 Requests for educational assistance must be submitted to the department supervisor and approved by the Employer prior to the commencement of the course and in order to receive a refund, proof of successful completion of the course must be submitted.
- 28.03 Effective June 2, 1996, the Employer will pay one thousand six hundred (\$1,600.00) dollars per contract year towards education (P.E.L.) to the Union. Effective April 9, 1997 this amount shall be increased to one thousand seven hundred (\$1,700.00) dollars per contract year and, effective April 9, 1998 this amount should be increased to one thousand

eight hundred (51,800.00) per contract year. The monies will be sent to the following address:

CAW Paid Education Leave Program
Box 897,
Port Elgin, Ontario
N04 2C0

ARTICLE 29

NEW EMPLOYEE ORIENTATION

- 29.01 The Employer agrees that a Union representative will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes during the new employee orientation day for the purpose of acquainting the new employee with the conditions of employment set out in those articles dealing with Union security and dues check-off.

ARTICLE 30

NEW JOB

- 30.01 When a new job is created the Employer may assign an employee to such job for a period not exceeding thirty (30) work days, providing he is paid no less than he was earning in his previous classification. It shall be the responsibility of the Employer to establish a wage rate and classification for such new job within thirty (30) work days of commencement of the new job. The Employer agrees to discuss with the Committee and provide all such data used to arrive

at the new classification and rate.

New jobs which are not entry level positions shall be posted within thirty (30) days of start up. Any experience gained as a result of a temporary assignment, in such position, shall not be considered in determining qualifications for the new posted job. The most senior qualified applicant for the posting will be offered the job.

if the parties do not agree to the established rate, the Union may file a policy grievance on the matter.

ARTICLE 31

INCAPACITATED EMPLOYEES

- 31.01 in the event an employee becomes physically handicapped and is unable to continue his or her job due to an occupational injury with the Employer, exception may be made in favour of such employee on the following basis.
- 31.02 If a job vacancy occurs which the Employer and the Union determines such incapacitated employee can perform satisfactorily, he or she will be placed on such job without the necessity of a job posting. in the event of a disagreement, the issue may be referred to a neutral physician who will be selected by mutual agreement of the Union and the Employer, whose decision shall be final. The neutral physician will be supplied with the relevant information concerning the job(s) under consideration and that portion of the employee's medical file which relates to the physical handicap in respect of which the accommodation is being considered.

- 31.03 A doctor's certification of disability by the employee's own doctor, must be submitted. Where there is a dispute, the opinion of a mutually agreed doctor will be obtained.
- 31.04 An employee placed on a job because of disability will have that disability reviewed at least annually and medical opinions may be required as in paragraph 3 above. The employee, upon becoming fit, will be returned to his/her pre-injury classification provided he/she has sufficient seniority.
- 31.05 The Employer will review all the circumstances with the Union Committee before exercising this provision. All exceptions to the seniority provisions of the Collective Agreement must be mutually agreed to by the parties.
- 31.06 Hours of work will be limited to eight (8) hours per day for a placed employee, unless it is confirmed by a physician's statement to be within the employee's work restrictions to work additional hours.
- 31.07 Placed employees are not eligible to transfer as a result of Article 13 as long as the employee remains incapacitated, unless it is confirmed by a physician's statement that the job the placed employee wishes to bid on is within the employee's work restrictions.
- 31.08 Any problem arising from the implementation of this Article relating to refusals by the Employer to accommodate an incapacitated employee will be a subject for discussion between the parties.

ARTICLE 32

SUBSTANCE ABUSE

32.01 Substance abuse is recognized to be a serious medical and social problem that can affect employees. The Employer and the Union have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation and return to the workplace.

The Employer will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems in a confidential manner. Employer assistance will include referral of employees to appropriate counselling services or treatment and rehabilitation facilities.

32.02 The Employer will continue to provide the EAP program.

32.03 A committee will be set up comprising one (1) representative from the Union to administer the program. Union Substance Abuse Representatives will be provided such time and expenses as are necessary for the administration of the program and the Union will reimburse the Employer for any expenses including wages incurred by its representatives.

ARTICLE 33

LUNCHROOM AND WASHROOM AND FIRST AID

33.01 The Employer will continue to provide for all employees a proper lunchroom facility that will include hot food vending machines, microwave ovens, refrigerated milk and soft drink machines.

First aid facilities shall be supplied by the Employer and the Employer will endeavor to provide training for employees in C.P.R. application.

38.02

ARTICLE 34

TERM OF AGREEMENT

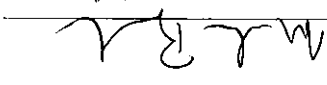
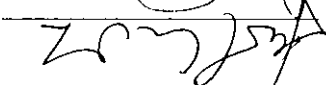
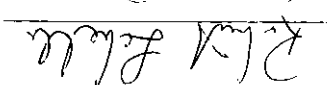

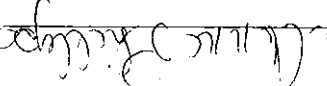
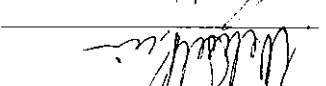
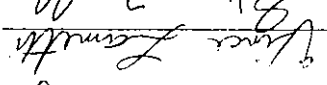
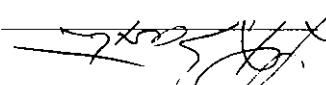
34.01 The term shall be for three (3) years, expiring on April 8, 1999.

34.02 The Employer will pay one hundred (100%) percent of the cost of printing the Collective Agreement.

DATED at Niagara Falls, this 16 day of June 1997.

FOR THE EMPLOYER

FOR THE UNION

SCHEDULE "A"



WAGES

Classification	Starting Rate (60 working Days)	Effective April 9, 1996		Effective April 9, 1997		Effective April 9, 1998	
		start rate		start rate		start rate	
Equipment/Machine Operator	see below	14.00		14.25		14.71	
Production Department							
set-up		18.14		18.59		19.05	
Progressive Die Press Set-up Operator		16.66		17.08		17.51	
Machins Operator/ Set-up		15.99		16.39		16.80	
Shipping/Receiving & Material Handling		14.24		14.60		15.27	
Quality Assurance							
Co-ordinator-Auditor		15.76		16.15		16.55	
Tool Room							
Tool Maker		20.11	20.59	21.10	21.63	21.07	21.63
Tool & Cutter Grinder		6.76	18.24	7.22	18.70	17.69	19.17
Maintenance							
Millwrights		9.55	20.11	0.05	20.61	20.57	21.13
Electricians		9.55	20.11	0.05	20.61	20.57	21.13
Serviceman		6.13	17.19	6.56	17.62		18.06
Janitor			14.00		14.25		14.71

Leadhand premium is one (\$1.00) dollar per hour over base rate.

Notwithstanding schedule "A" above, for employees hired after June 2, 1996, there shall be a starting rate of \$ 1.50 per hour below the established rate of the classification in which they are placed. The rate for such new hires shall be increased by 35 cents/hour after three months of active employment, by an additional 35 cents/hour after six months of active employment, by an additional 40cents/hour after nine months of active employment and by an additional 40cents/hour after twelve months of active employment. This provision is not applicable to trades.

The following are the applicable one time lump sum payments:

April 1, 1996		April 9, 1997	April 9, 1998
Opening Rate	One time lump sum payment	One time lump sum payment	One time lump sum payment
13.83	\$ 212.00		
13.87	\$ 297.00		
13.93	\$ 426.00		
14.03	\$ 571.00	\$ 57.00	
14.12	\$ 571.00	\$ 260.00	
14.32	\$ 571.00	\$ 524.00	
14.42	\$ 571.00	\$ 524.00	\$ 143.00
14.52	\$ 571.00	\$ 524.00	\$ 351.00
14.61	\$ 571.00	\$ 524.00	\$ 538.00
14.71	\$ 571.00	\$ 524.00	\$ 746.00

SCHEDULE "B"

PROGRESSIVE DIE PRESS SET-UP OPERATOR

- Large Press Operator

MACHINE OPERATOR/SET-UP

- Edscha Saws
- Kaltenbach Saws
- Roesler

EQUIPMENT/MACHINE OPERATOR

- Mills
- Drills
- Broach
- Spot Face
- Press Operator
- Grinder
- Assembly
- Rework
- Lift Truck Driver

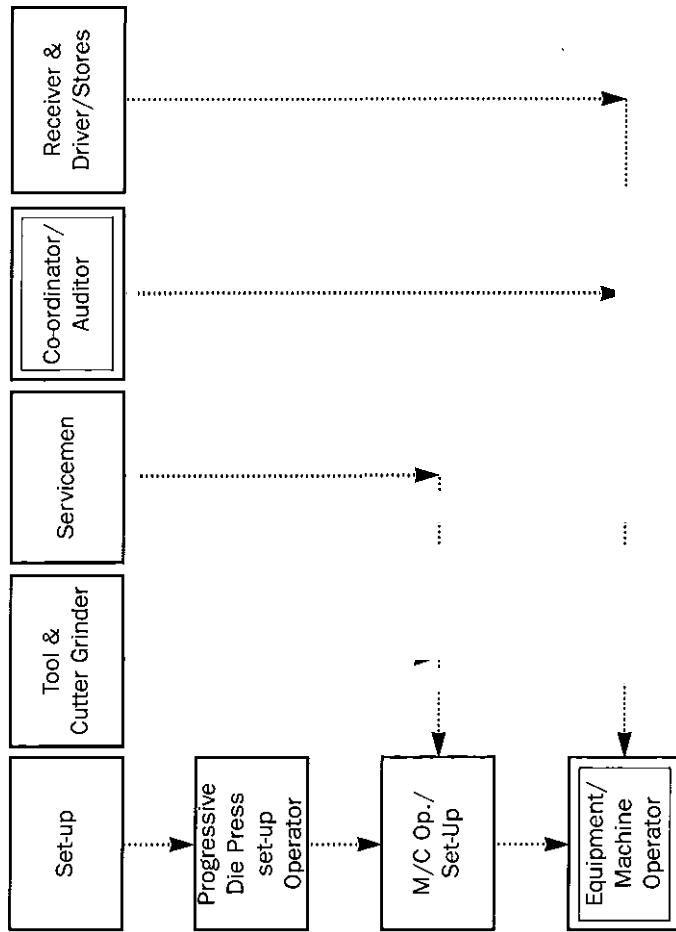
JANITOR

- Janitor

CO-ORDINATOR/AUDITOR

- Rework Co-ordinator
- Controller Auditor

SCHEDULE "C" FLOW CHARTS



SKILLED TRADES AGREEMENT



The Agreement entered into this 9th day of April, 1994 between Edscha of Canada, hereinafter referred to as the Employer and the National Automobile, Aerospace, Transportation and General Workers of Canada; C.A.W.-Canada and its Local 199.

Section 1(a) Skilled trades department for the purpose of this Agreement, shall mean the tool and die department and the Maintenance department, including the following recognized apprenticeable trades: Tool and Die Maker; Electrician; and Millwright

Section 1(b) A lead hand of skilled trades employees shall be defined as one who is a skilled trades employee, who while engaged in his/her regular skilled trades occupation leads or processes the work of employees in his trade

Section 1(c) The rate for lead hands is detailed in the schedule of wages attached to this Agreement.

Section 2 Seniority in the skilled trades department shall be by non-interchangeable occupations of trades referred to above.

Section 3 After signing of this Agreement, seniority of journeymen/women in the skilled trades departments shall begin as of date of entry into such department except graduates of the apprenticeship standards.

Section 4 The term "journeyman/woman" as used in this Agreement shall mean any person:

- (a) Who presently holds a journeyman/woman classification in the plant in the skilled trades.
- (b) Who has served a bonifide apprenticeship and has a certificate which substantiates his/her claim of such service.

- (c) Who has had eight (8) years of practical experience and can prove same with proper affidavits.

Section 5 Any further employment in the skilled trades occupations in this plant, after signing this Agreement, shall be limited to journeyman/woman and apprentices, once an apprenticeship program is agreed upon and introduced.

Section 6 Whenever the skilled trades occupations are required to increase their force because of product change, model change, plant re-arrangement or national emergency and journeyman/woman are not available, a changeover employee agreement may be negotiated. Such agreement shall fully protect the equity of the skilled journeyman/woman and provide that the changeover employees shall not accumulate seniority or permanent status in the skilled department but shall accumulate seniority in his/her production department.

Section 7 in case of layoff in the skilled trades departments, the following procedure shall be used:

- (a) Probationary journeyman/woman
- (b) Employee with lowest seniority within the occupation
- (c) Recalls shall be made in the reverse order of layoffs within the classification in question
- (d) Skilled trades will not carry any seniority rights into the production area

Section 8 The Employer and the Union agree to negotiate an apprenticeship program. The apprenticeship standards shall be as agreed upon by the parties. The apprenticeship standards when completed shall be considered as an inseparable part of this Supplementary Agreement.

Section 9 All sections of the bargaining agreement presently in effect which are not inconsistent with this Supplement shall apply to skilled workers.

Section 10 When the Employer makes reasonable attempts to contact an employee required for overtime and is unsuccessful, such employee will have the actual hours worked recorded as hours refused.

Section 11 Apprentices will serve the first 4,000 hours of their apprenticeship on steady day shift provided this does not result in a journeyman working excessive off-shift rotations. Where this occurs the parties will meet to attempt to mutually agree upon shift scheduling for the apprentice. The remaining 4,000 hours of the apprenticeship will be served on rotating shifts.

LETTER OF INTENT #1

Bargaining Unit Work

- (a) Foremen and supervisors will not perform bargaining unit work except in the case of emergencies or for purposes of experimentation or instruction or where bargaining unit employees are not available or cannot be made available by way of transfer to perform the work.
- (b) Machine cleaning work presently done by outside contractors will be performed by bargaining unit employees who volunteer for such work at a rate of \$9.75/hour, and preference will be given to members on layoff. The work will be performed on Saturday, Sunday or other times scheduled by management when production is not scheduled. The Employer will

select from a list of volunteers and such selection need not be in accordance with seniority, however seniority will be used as a guideline. The use of any laid off employee in this manner will not constitute a recall. Employees engaged in the machine cleaning work will not be subject to the terms of the Collective Agreement.

LETTER OF INTENT #2

Contracting Out

When reasonably practicable, the Employer will have prior discussion with the Union before contracting out work which is not currently contracted out.

LETTER OF INTENT #3

incentive

Before re-introducing any incentive program, there will be discussion between the Union and the Employer in order to acquaint the Union and the Committee with the details and terms of the plan.

The Employer will train one ~~(1)~~ employee in its method of time study at the Employer's expense. This employee will be jointly selected by the Union and the Employer and must sign a confidential information non-disclosure agreement as prepared by the Employer.

All new and changed incentive standards shall be discussed with a committee made up jointly of Union and

Employer representatives before such standards are implemented.

LETTER OF INTENT #4

Partial or Total Plant Closure

When a partial or total plant closure is foreseen, the Employer will endeavor to provide six (6) months notice in order to allow an opportunity for the Union Committee and the Employer to meet and discuss the effects of such closure.

LETTER OF INTENT #5

WCB Forms

The Employer will provide the Chairperson of the Health & Safety Committee or his designate with copies of all the WCB Form 7 "Employer's Report of Accident" at the time it is submitted to the WCB.

LETTER OF INTENT #6

Job Placement

When practicable, the current practice with respect to job assignment within the classification and the line at the start of the shift, will continue. An employee displaced from his/her line and classification during a shift because of machine breakdown or material shortage shall be permitted at the commencement of the next shift to displace

the junior employee in his/her line and classification provided he/she is qualified to perform the work.

LETTER OF INTENT #7

Schedule Changes

The Employer intends to minimize unscheduled shift changes, however it is recognized that due to the nature of the business such changes cannot be avoided. Such cases will be discussed with the Union. Where practicable the Midnights/Afternoons/Days system of rotation will be used.

LETTER OF INTENT #8

Vacatlons

Employees may request a vacation payout in advance of the annual July payout on the following basis:

- (1) Only for the duration of approved vacation "leave of absence"
- (2) Only to the maximum limit of vacation credits earned at that point in time as outlined in the vacation agreement dated February 14, 1991.

LETTER OF INTENT #9

Mutual Trades

The Employer will co-operate with employees who desire to mutually trade shifts. It is understood the employees will be performing the same jobs and the permission of the foreman is required.

LETTER OF INTENT #10

Sixty Day Probation Period

In clarification of the probationary period as referred to in Article 11.02 of the Collective Agreement, the Employer understands this to mean twelve (12) calendar work weeks from the first date of employment.

The only thing that would affect this probationary time is absence/illness which exceed one (1) week.

Any absence greater than one (1) week will extend the probationary time by a time equal to the duration of the absence.

LETTER OF INTENT #11

Trade Work Out of Classification

It is not the Employer's intention to utilize a millwright doing work out of his classification while a serviceman performs work which could be considered the work of a millwright.

LETTER OF INTENT #12

Sickness and Accident Coverage

An employee who has made a W.C.B. claim may after two (2) weeks absence from work, apply for sick and accident coverage pending receipt of Workers' Compensation benefits. The claim will be subject to the terms and conditions of the S & A plan. Upon application for S & A the employee will sign an authorization for the Workers' Compensation Board to forward to the Employer a payment in the amount of the S & A received by the employee, once the claim is allowed.

LETTER OF INTENT #13

Hours of Work

Notwithstanding Articles 19.01 and 19.02 of the Collective Agreement, the Employer will continue the hours currently in place for a three (3) month period. If during that period, or at any time thereafter, the Employer determines that such schedule is unacceptable it reserves the unilateral right to discontinue the schedule and revert to the schedules referred to in Article 19.01. The observance of proper time-keeping will be jointly monitored by the Employer and the Union. The Employer will document any problems it experiences with employees' time keeping as it relates to the current schedules and will meet with the Committee to discuss such problems.

New Equipment and Progressive Die Press Operator Set-Up

This letter is intended to confirm the discussions between the Employer and the bargaining committee during recent negotiation meetings on the "New Job" and the "Progressive Die Press Operator Set-up" position.

New jobs will be introduced into existing classifications and, although employees in the existing Equipment/Machine Operator classification will be required to participate in, and be responsible for change-overs on the machines and equipment, the Employer does not foresee this impacting the classification of "Set-up".

The Employer does not foresee any changes to the assignments of "Progressive Die Press Set-up Operator" or "Machine Operator/Set-up" positions from those presently being performed by those operators currently working in this classification and operating the saws and progressive die press(es) with integrated uncoiler and feeder mechanism.

LETTER OF INTENT #15

Leadhand Selecting

The Employer will solicit indications of interest in the position of Leadhand. Seniority will be amongst the factors considered in the selection of leadhands.

All Letters of intent will form part of this agreement